

EXHIBIT K

**Excerpts from September 19, 2018 deposition of
Oracle's expert, Barbara Frederiksen-Cross, in**

Rimini II

PUBLIC REDACTED VERSION

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1 UNITED STATES DISTRICT COURT
2 DISTRICT OF NEVADA
3 Case No. 2:14-cv-01699-LRH-CWH

4 RIMINI STREET, INC., a Nevada
5 corporation

6 Plaintiff,
7 v.

8 ORACLE AMERICA, INC., a Delaware
9 corporation; and ORACLE
INTERNATIONAL CORPORATION, a
California corporation

10 Defendants.

11 ORACLE AMERICA, INC., a Delaware
12 corporation; and ORACLE
INTERNATIONAL CORPORATION, a
13 California corporation

14 Counterclaimants,
15 v.

16 RIMINI STREET, INC., a Nevada
17 corporation; SETH RAVIN, an
individual,

18 Counterdefendants,

19 VIDEOTAPED DEPOSITION OF
20 BARBARA FREDERIKSEN-CROSS

21 *HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY*

22 DATE TAKEN: SEPTEMBER 19, 2018

23 REPORTED BY: PAUL J. FREDERICKSON, CCR, CSR
24 JOB NO. 2972276

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1 original customer's environment in order to 12:40:26	1 to you. Do you want to keep going? 12:42:46
2 provide that update to the second customer. 12:40:28	2 Let's go off the record just one second. 12:42:47
3 Q. What if the coding of the update 12:40:32	3 THE VIDEOGRAPHER: Going off the 12:42:49
4 in client B's environment requires some change 12:40:49	4 record at 12:43 p.m. 12:42:51
5 to it so that the implementation of that update 12:40:53	5 [Luncheon recess at 12:43 p.m.] 13:27:53
6 in client A and client B's environment are 12:40:56	6 13:27:53
7 different, is it still cross-use? 12:40:59	7
8 MR. POLITO: Objection, incomplete 12:41:02	8
9 hypothetical. 12:41:03	9
10 A. Is customer B still receiving some 12:41:05	10
11 benefit from the work that was done in customer 12:41:08	11
12 A's environment? For instance, you've got a 12:41:11	12
13 40-line change, and there's a one-line change 12:41:12	13
14 in customer B's environment to change the 12:41:15	14
15 customer name? Absolutely, it would still be 12:41:17	15
16 cross-use. But if you want to give me a set of 12:41:20	16
17 hypothetical facts, I'll -- I'll evaluate them 12:41:23	17
18 as best I can. 12:41:27	18
19 Q. What if it's just the one-line 12:41:29	19
20 change in client A's environment and a similar 12:41:30	20
21 but not identical one-line change needs to 12:41:33	21
22 happen in client B's environment? 12:41:36	22
23 A. How do -- 12:41:39	23
24 MR. POLITO: Objection, vague, 12:41:40	24
25 incomplete hypothetical. 12:41:42	25

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1 A. Yeah. In your hypothetical, how 12:41:42	1 AFTERNOON SESSION 13:27:59
2 did you determine what the change should be, 12:41:43	2 [Resuming at 1:35 p.m.] 13:28:00
3 where the change should be applied, and how the 12:41:47	3 THE VIDEOGRAPHER: We're back on 13:34:39
4 change should be applied? 12:41:51	4 the record at 1:35 p.m. Continuing 13:34:48
5 Q. By -- by using client A's 12:41:52	5 media number 3. 13:34:51
6 environment. The engineer goes in client A's 12:41:54	6 EXAMINATION CONTINUING 13:34:51
7 environment and figure outs -- figures out 12:41:59	7 BY MR. VANDEVELDE: 13:34:51
8 where the change needs to be and the gist of 12:42:00	8 Q. All right. Do you understand 13:34:54
9 what the change needs to say and then does the 12:42:02	9 you're still under oath? 13:34:55
10 same thing, although with a slightly different 12:42:04	10 A. Yes, I do, counsel. 13:34:56
11 implementation of that one line on client B's 12:42:07	11 Q. If you could turn to paragraph 24 13:34:59
12 environment. Is that cross-use? 12:42:09	12 of your supplemental report. It says: 13:35:00
13 MR. POLITO: Objection, vague. 12:42:11	13 "I understand that any 13:35:08
14 A. Again, that's not -- that's not 12:42:12	14 reproduction of, distribution of or creation of 13:35:09
15 consistent with the kinds of examples I give in 12:42:13	15 derivative works with one customer's licensed 13:35:13
16 my report, counsel. But since you've -- you've 12:42:17	16 Oracle software constitutes cross-use if that 13:35:16
17 stipulated that the work was done in client A's 12:42:21	17 reproduction, distribution or creation of 13:35:19
18 to determine what the change needed to be and 12:42:24	18 derivative works benefits another customer." 13:35:21
19 generally where it needed to be and that you 12:42:27	19 What do you mean by benefits? 13:35:27
20 were applying that knowledge in the second 12:42:29	[REDACTED]
21 environment, then I would say yes, you're cross 12:42:31	[REDACTED]
22 using that knowledge and the update itself, 12:42:33	[REDACTED]
23 which you've said is similar but with a minor 12:42:36	[REDACTED]
24 change. 12:42:38	[REDACTED]
25 MR. VANDEVELDE: Should -- I defer 12:42:38	[REDACTED]

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1 take the fruit of the labor you have done in	13:53:33	1 it's only a one-line file, and it has nothing	13:56:08
2 customer A's environment and provide that fruit	13:53:35	2 to do with the environment. And -- you know, I	13:56:10
3 to customer B, who was not the original	13:53:39	3 just -- we can go into hypotheticals forever.	13:56:12
4 licensee, it's my understanding that you've --	13:53:43	4 But --	13:56:14
5 you've committed an act of cross-use.	13:53:45	5 Q. Do you agree that engineers get	13:56:15
6 Q. So let me make it more stark.	13:53:49	6 more proficient and gain experience as they	13:56:18
7 Let's say the update is just one line of code,	13:53:51	7 perform their work over time?	13:56:22
8 just a simple line of code. And can the same	13:53:54	8 MR. POLITICO: Objection, vague.	13:56:24
9 engineer who solved the problem and added that	13:54:00	9 A. With respect to what type of work?	13:56:30
10 one line of code to client A's environment add	13:54:02	10 Q. PeopleSoft engineer who has worked	13:56:33
11 that same line of code six months later to	13:54:04	11 on -- would you agree that a PeopleSoft	13:56:35
12 client B's environment?	13:54:07	12 engineer who is working day in and day out in a	13:56:37
13 MR. POLITICO: Objection, incomplete	13:54:08	13 PeopleSoft environment acquires knowledge and	13:56:39
14 hypothetical, calls for speculation,	13:54:10	14 gains experience about where things are	13:56:42
15 vague.	13:54:12	15 located, about how things function, about	13:56:43
16 A. Again, you know, I specifically	13:54:14	16 different modules, et cetera, would you think	13:56:45
17 excluded from my analysis very small examples	13:54:17	17 that they gain experience and knowledge and	13:56:47
18 like that because of my concern that the work	13:54:20	18 proficiency in their job over time?	13:56:50
19 required to determine in any particular case	13:54:24	19 MR. POLITICO: Objection, vague,	13:56:53
20 whether a single line of code was or was not	13:54:27	20 compound.	13:56:56
21 necessarily cross-use might outweigh the -- the	13:54:30	21 A. One would hope that they do so.	13:56:59
22 benefit of doing so.	13:54:34	22 Q. So how -- do you believe that the	13:57:04
23 But the answer -- it's the same	13:54:37	23 same engineer can service both client A and	13:57:08
24 answer I gave you before lunch, is it will	13:54:39	24 client B in my hypothetical where both needed	13:57:13
25 depend very much on what was entailed in the	13:54:41	25 the same line of code?	13:57:16

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1 development of that code. If the development	13:54:43	1 MR. POLITICO: Objection, vague,	13:57:17
2 of that single line of code relied on the use	13:54:45	2 calls for a legal conclusion, incomplete	13:57:18
3 of customer A's environment to identify where	13:54:50	3 hypothetical, vague as to "in my	13:57:20
4 the code should be -- or identify what the line	13:54:54	4 hypothetical."	13:57:23
5 of code should be, identify where the line of	13:54:59	5 A. In the hypothetical where you	13:57:23
6 code should be asserted or deleted, identify	13:55:01	6 postulated most recently, and I assume that's	13:57:31
7 how to test the code, actually test the one	13:55:04	7 the one where we're still talking about, where	13:57:33
8 line to make sure it was the right line to do	13:55:07	8 a single-line change is developed --	13:57:36
9 in the right place and insert it in the light	13:55:09	9 Q. Yes.	13:57:37
10 way. You know, if any of that activity on	13:55:12	10 A. -- for customer A and then	13:57:38
11 behalf of customer A is then conveyed via the	13:55:15	11 customer B comes along and needs that change	13:57:40
12 provision of that line of code, whether it's	13:55:23	12 and it is provided to customer B, you would	13:57:42
13 the line of code itself or a reduced testing	13:55:25	13 have to look to the allowable behavior first	13:57:45
14 time or -- or any other benefit that -- that	13:55:28	14 under the contract to determine what -- what	13:57:50
15 customer A received that wasn't -- customer B	13:55:33	15 the license permits a particular customer to	13:57:56
16 is now getting that benefit without having its	13:55:36	16 do.	13:57:59
17 own license been used to achieve that benefit.	13:55:40	17 And then you would have to look at	13:58:00
18 That's where the cross-use occurs.	13:55:45	18 the specific actions of the individual, in this	13:58:04
19 So you're not -- you're providing	13:55:48	19 case, your hypothetical software engineer.	13:58:09
20 something to a customer that was not created or	13:55:49	20 With respect to -- and you would	13:58:11
21 developed using their license.	13:55:53	21 also have to look at what was required in	13:58:16
22 And I think in that context, you	13:55:55	22 developing the fix. So, for instance, Did it	13:58:18
23 know, I -- I can't think of an example as I sit	13:55:58	23 need to be tested? Did you need to figure out	13:58:20
24 here that would not be cross-use. I mean, I --	13:56:02	24 where to insert the line of code? All of the	13:58:22
25 there is maybe some remote corner case where	13:56:05	25 factors that I talked about before. And say,	13:58:24

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<p>1 your answer before counsel interrupted? 14:58:26 2 THE WITNESS: I was close to the 14:58:29 3 end of my answer. 14:58:30 4 A. I was just saying that I had 14:58:30 5 applied my understanding of cross-use as best I 14:58:32 6 could in my analysis with respect to the actual 14:58:36 7 situations and the actual evidence that I was 14:58:41 8 provided. That was not a situation that I saw, 14:58:44 9 as you describe it -- 14:58:50 10 Q. I'm asking you to apply the 14:58:52 11 definition you've applied throughout your 14:58:54 12 report for cross-use to my hypothetical. 14:58:56 13 A. I -- 14:58:59 14 MR. POLITICO: Same objections. 14:58:59 15 A. But with all due respect, counsel, 14:59:04 16 the best answer I can give you is look at what 14:59:06 17 the license limits, look at what the court has 14:59:08 18 limit, and don't do the limited things. 14:59:13 19 Q. You have a definition of cross-use 14:59:15 20 in your report. We looked at them, right, 14:59:16 21 paragraphs 22 through 24? You said you applied 14:59:18 22 them throughout your report; is that correct? 14:59:20 23 A. Yes. You're not asking me about 14:59:23 24 something I did in my report, though. I didn't 14:59:24 25 try to construct a business model for Rimini in 14:59:26</p>	<p>Page 210</p> <p>1 experience about where the issue is, how to fix 15:00:25 2 it. How does that engineer forget what he or 15:00:28 3 she has learned when they need to go or want to 15:00:31 4 go implement it in client B's environment? 15:00:34 5 MR. POLITICO: Same objections. 15:00:36 6 A. Counsel, you know, I've -- I've 15:00:41 7 given you the best answer I can to this 15:00:41 8 question. I think you've asked it three or 15:00:44 9 four times now, and, you now, the issue that is 15:00:46 10 a stumbling block I believe for both of us is 15:00:51 11 the -- my understanding that the cross-use as 15:00:55 12 prohibited in this specific instance of these 15:01:00 13 specific parties in the color and context of 15:01:03 14 the specific litigations that have gone before 15:01:06 15 creates a standard that -- that, as I 15:01:13 16 understand it, prohibits Rimini from reusing 15:01:14 17 the solution that was developed for one 15:01:20 18 customer, using the license of that customer in 15:01:25 19 another customer's environment. 15:01:31 20 And -- and the only thing that I 15:01:33 21 can -- the only answer I have is that they have 15:01:34 22 to look to what the license permits. And, you 15:01:37 23 know, it is to follow the -- the guidance of 15:01:41 24 that license and the court's guidance. And 15:01:44 25 that would be, for instance, to develop a fix 15:01:46</p>
<p>1 my report. 14:59:29 2 Q. I'm not asking you to construct a 14:59:29 3 business model. I'm asking what I think is a 14:59:31 4 fairly simple hypothetical. Ask me if you need 14:59:33 5 any clarifying information. 14:59:36 6 An engineer acquires that 14:59:38 7 knowledge about where the problem is, how to 14:59:42 8 fix it, spends quite a bit of time, two weeks, 14:59:44 9 in doing so in client A's environment, figures 14:59:48 10 how to develop and implement the fix, tests it. 14:59:52 11 Client B also needs that fix. How under your 14:59:53 12 definition of cross-use can that engineer 14:59:57 13 implement that fix in client B's environment -- 15:00:01 14 MR. POLITICO: Asked and answered -- 15:00:03 15 BY MR. VANDEVELDE: 15:00:03 16 Q. -- without, as you define, it 15:00:06 17 cross-using? 15:00:07 18 MR. POLITICO: Asked and answered, 15:00:08 19 outside the scope, incomplete 15:00:09 20 hypothetical, compound, vague. 15:00:10 21 A. By reimplementing the fix in a way 15:00:13 22 that does not reuse the work from customer A's 15:00:15 23 environment. 15:00:18 24 Q. What if -- but in my hypothetical, 15:00:19 25 the engineer has acquired knowledge and 15:00:23</p>	<p>Page 211</p> <p>1 from scratch in the second customer's 15:01:51 2 environment without reference to the solution 15:01:54 3 that had been used before. 15:01:57 4 Q. But what about -- 15:02:00 5 A. And how the engineer would do 15:02:01 6 that, I don't know, counsel. You know, I think 15:02:02 7 that would be a -- a question -- if I were a 15:02:04 8 software engineer and I was aware of this 15:02:07 9 litigation and I was aware of the limitations 15:02:09 10 of the license and I was aware of the court's 15:02:12 11 instruction with respect to cross-use, my 15:02:14 12 solution would be to go and confer with counsel 15:02:18 13 and find out what the legal answer is. I'm not 15:02:20 14 a lawyer, and I can't presume to tell you what 15:02:23 15 the legal answer is. 15:02:26 16 Q. I'm just asking you to apply your 15:02:27 17 definition. Can you think of a way that that 15:02:29 18 engineer, who has acquired all that knowledge 15:02:31 19 about where the issue is, how to fix it, what 15:02:32 20 to do, that the testing has worked, can you 15:02:35 21 think of a way for that engineer to implement 15:02:38 22 that same fix in client B's environment -- 15:02:41 23 MR. POLITICO: Same -- 15:02:41 24 Q. -- without cross-using as you 15:02:44 25 define it? 15:02:46</p>

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1 *****
2 C E R T I F I C A T E
3 *****
4 I, PAUL J. FREDERICKSON, CA
Certified Shorthand Reporter No. 13164 and
5 WA Certified Court Reporter No. 2419, do
hereby certify:

6 That prior to being examined,
7 the witness named in the foregoing
8 deposition was by me duly sworn or affirmed
9 to testify to the truth, the whole truth and
10 nothing but the truth;
11 That said deposition was taken
12 down by me in shorthand at the time and
13 place therein named, and thereafter reduced
14 to print by means of computer-aided
15 transcription; and the same is a true,
16 correct and complete transcript of said
17 proceedings.

I further certify that I am not
interested in the outcome of the action.

Witness my hand this 26th day
of September 2018.

20

21

22 
23 PAUL J. FREDERICKSON, CCR, CSR
24 WA CCR 2419 CA CSR 13164
25 Expiration date: March 31, 2019

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